

EXHIBIT “A”

2006

STANDARD FREIGHTSHIP AGREEMENT

between

SEAFARERS INTERNATIONAL UNION

Atlantic, Gulf, Lakes and Inland Waters District/NMU, AFL-CIO

and

Contracted Companies



June 16, 2006 – June 30, 2011



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AGREEMENT made this 16th day of June, 2006 between the American Maritime Association ("Association") on behalf of itself and each member Company of the Association (Company or Companies) and the Seafarers International Union, Atlantic, Gulf, Lakes and Inland Waters District/NMU, SIUNA AFL-CIO ("Union").

ARTICLE I

EMPLOYMENT

SECTION 1. The American Maritime Association (Association) on behalf of itself and each member Company of the Association recognizes the Union as the sole and exclusive bargaining representative of all Unlicensed Personnel employed on board American-flag vessels owned or operated by such Company or its subsidiaries.

SECTION 2. The Union agrees to furnish each Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill vacancies necessitating the employment of Unlicensed Personnel in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement. To assure maximum harmonious relations and in order to obtain the best qualified employees with the least risk of a delay in the scheduled departure of any vessel covered by this Agreement, such Company agrees to secure all Unlicensed Personnel through the hiring halls of the Union. If, for any reason, the Union does not furnish such Company with capable, competent and physically fit persons when and where they are required, and of the ratings needed to fill such vacancies, in ample time to prevent any delay in the scheduled departure of any vessel covered by this Agreement, such Company may then obtain members of the Unlicensed Personnel from any available source, in which case the Union shall be notified.

SECTION 3. The Association and each member Company thereof agree that as a condition of employment all Unlicensed Personnel shall become members of the Union or agency fee payers within thirty-one (31) days after the execution of this Agreement, or within thirty-one (31) days after hire, whichever is later, and shall either remain members in good standing of the Union or up to date agency fee payer during the life of this Agreement. Such Company is not obligated to take steps to enforce this provision unless due notice is received in writing from the Union, to the effect that a member of the Unlicensed Personnel is not in compliance herewith.

SECTION 4. (a) The Union agrees that each member Company has the right to reject (by written notation on the job assignment slip or by written notification at the time of assignment) any applicant for employment who such Company considers unsatisfactory or unsuitable for the vacancy, or to discharge any member of the Unlicensed Personnel who, in the opinion of such Company is not satisfactory. If the Union considers the rejection of any applicant for employment or the discharge of any member of the Unlicensed Personnel as being without reasonable cause, such action by such Company shall be dealt with under the grievance procedure and the Union agrees that any such rejection or discharge shall not cause any vessel to be delayed on her scheduled departure.

(b) Unlicensed Personnel when applying for employment shall be required to be in possession of a valid S.I.U. Clinic Card indicating the person has a complete physical examination less than one (1) year prior to date of application; and may also be required to pass a physical examination as prescribed by such Company, and shall submit from time to time thereafter to such physical examinations as may be required by such Company. The fees and expenses, including transportation, associated with any such required initial examination shall be at the Company's expense. Such Company shall have the right to reject an applicant for employment or to discharge any member of the Unlicensed Personnel who shall be determined by such Company's medical examiner to be unfit for employment. Additionally, each crewmember shall have a sufficient supply of required medication for the duration of his assignment on board. Obtaining maintenance medication is the crewmembers's responsibility.

Any dispute with regard to the physical fitness of any such applicant or member so examined shall be resolved by such Company's physician and the appropriate Seafarers Health and Benefits Plan Clinic designated physician. If these two (2) physicians are unable to resolve the dispute, then they shall select a board certified physician of the appropriate specialty to make a final and binding decision. The fees and expenses of such third physician shall be shared equally by the parties.

(c) All Unlicensed Personnel shall comply with all rules and regulations required by the Department of Transportation, U.S. Coast Guard and/or Charter Parties relative to substance and alcohol abuse testing.

SECTION 5. Each Company agrees not to discriminate against any member of the Unlicensed Personnel for legitimate Union activities, and such Company further agrees that no person referred in accordance with this Article, shall be discriminated against because of race, creed, color, sex, age, national or geographic origin, sexual orientation and status as a Vietnam veteran, when the same is required by Federal regulation. The employer agrees that it shall not discriminate against employees on the basis of a physical or mental disability. The Union agrees that employees dispatched from the hiring halls will be qualified to perform shipboard duties. The parties agree that in the event an employee suffering from a disabling condition should request an accommodation to enable him/her to perform essential functions aboard the vessel, every reasonable effort will be made to accommodate the employee. Such accommodation will not, however, be required if it would create an undue hardship or would represent a substantial threat to the safety and well being of the employer, the employee requesting the accommodation, or other Unlicensed Personnel.

In applying the protections of the ADA to any individual, the parties agree that the standards formulated in the Johns Hopkins Study shall be followed.

SECTION 6. The term Unlicensed Personnel as used in this Agreement shall not include super-cargoes, cadets, pursers and livestock tenders.

SECTION 7. Either party shall have the right, upon written notification to the other, to re-negotiate any part or all of Article I. Upon receipt of such notification, the parties to this Agreement shall meet within seven (7) days for negotiations of this issue.

SECTION 8. (a) The Shipping Rules as prescribed in Article IX, incorporated and attached hereto, define the registration and shipping procedures for all Unlicensed Personnel seeking employment aboard vessels whose owners or operators are signatory to this Agreement. The Shipping Rules may from time to time be amended by Seafarers Appeals Board Actions promulgated by the Seafarers Appeals Board, a joint Labor-Management Committee selected by the appropriate parties.

(b) The Union and the Companies pursuant to collective bargaining provisions established and maintain a training school facility for training and upgrading of the Companies' unlicensed seamen. Such facility shall be the exclusive method utilized by the Companies for training and upgrading of Unlicensed Personnel, except as may be mutually agreed to between the Union and the Employer.

Contracted Employers shall meet, as necessary, with the Vocational Department at the Seafarers Harry Lundeberg School of Seamanship to develop and modify training and upgrading programs to meet the needs of the Industry. An advisory board will be formed to review the criteria and curriculum of the courses offered at the school.

(c) The Seafarers Appeals Board shall include in the Shipping Rules promulgated in accord herewith, reasonable rules of procedure to govern matters coming before it.

SECTION 9. The parties hereto agree that the appropriate unit for representation purposes is the Unlicensed Personnel aboard the vessels owned, operated or controlled by all Companies who are members of the Association.

SECTION 10. The Union shall protect and indemnify the Companies party to this Agreement in any cause of action based on improper application by the Union of the employment provisions of Article I of this Agreement. The Company shall protect and indemnify the Union in any cause of action based on improper application by the Company of the employment provisions of Article I of this Agreement.

SECTION 11. The provisions hereof are subject to Federal and State Law and if any part hereof is in conflict therewith, such part shall be deemed inapplicable and to the extent thereof, shall be deemed severed from this Agreement, the remainder of which shall remain in full force and effect.

SECTION 12. Seamen may execute written authorizations to the Seafarers' Vacation Plan, assigning to the Union vacation benefit payments which may be due such seamen, in discharge of their Union monetary obligations for initiation fee and dues, and the parties further agree that new seamen

employed, or seamen who have not as yet paid their full initiation fee to the Union, may execute written authorizations to the Seafarers Vacation Plan, assigning to the Union vacation benefit payments which may be due such seamen in discharge of their Union initiation fee obligation. All of the foregoing authorizations shall be in accordance with the provisions of applicable law.

ARTICLE II

GENERAL RULES

SECTION 1. PASSES. The Company agrees to issue passes to the Union representatives for the purpose of contacting its members aboard vessels of the Company covered by this Agreement. Representatives of the Union shall be allowed on board at any time but shall not interfere with men at work unless said men are properly relieved. (The relief gets no extra compensation.)

SECTION 2. DELEGATES. (a) One (1) man in each department shall be elected by the Unlicensed Seamen in that department to act as Departmental Delegate. Such Delegates shall, together with the Permanent Ship's Committee members, keep track of all conditions and problems and grievances in their respective departments, and present to their superior officers, on behalf of the Unlicensed Seamen in their Departments, all facts, opinions and circumstances concerning any matter which may require adjustment or improvement.

(b) **PERMANENT SHIP'S COMMITTEE:** The Permanent Ship's Committee shall consist of three (3) members all chosen by a majority vote of the Unlicensed Personnel, and shall consist of a Ship's Chairman, a Ship's Reporter-Secretary and an Educational Director. The duties of the Permanent Ship's Committee shall be to assist the Departmental Delegates in their duties to convene and conduct the weekly Unlicensed crew meetings and to perform the following individual duties:

The Ship's Chairman shall preside at all shipboard meetings of the Unlicensed Personnel and shall be the primary spokesman aboard ship for the Unlicensed Personnel.

The Ship's Reporter-Secretary shall handle all paper work involved in documenting matters brought to the attention of the superior officers and he shall also prepare and maintain minutes of the Unlicensed crew meetings.

The Educational Director shall be responsible for maintaining and distributing all publications, films and mechanical equipment relating to education on such subjects as safety, training, upgrading, health and sanitation.

(c) **WEEKLY MEETINGS.** To make sure that all problems concerning the Unlicensed Personnel are brought to light and resolved as quickly as possible, there shall be a meeting of the Unlicensed Personnel every Sunday while the vessel is at sea.

Vessels remaining in port on Sundays may hold these meetings as soon as possible after departure. If a payoff is scheduled, in lieu of a weekly meeting a pre-payoff meeting is to be held. At such meetings the Permanent Ship's Chairman shall report to the Unlicensed Personnel all matters referred to them and shall receive any new and additional problems not previously raised. The Ship's Committee shall present all minutes, crew lists, recent dispatch cards and all other documentation to the boarding Union representative. In addition, the Ship's Committee shall collect all Union books from the Unlicensed Personnel and present them to the boarding Union representative. As compensation for the additional duties required by this section, the members of the Permanent Ship's Committee and the Departmental Delegates shall each receive one (1) hour's pay at their applicable Penalty Rate for each weekly meeting held.

SECTION 3. PORT COMMITTEE. For the adjustment of any grievances arising in connection with performance of this Agreement which cannot be satisfactorily adjusted on board the vessel, there shall be established a Port Committee at the port where Articles are terminated. The Port Committee shall consist of an equal number of Union and Company representatives, but shall not exceed three (3) representatives from either the Union or the Company, and shall meet within fifteen (15) days from the date the grievance was filed, Saturdays, Sundays and Holidays excluded. If the port of payoff cannot provide the number of personnel required to establish the Port Committee, one will be established at such port or place as is mutually agreed to between the Company and the Union. In the event the Port Committee cannot resolve the issue or dispute, the matter shall be referred to an impartial arbitrator whose decision shall be final and binding. The Union and Management shall designate a panel of three (3) preferred arbitrators who shall be appointed to the panel for one (1) year terms by the Parties. Reappointment shall be automatic each year, except either of the Union or Management shall have the right to unilaterally remove one (1) arbitrator from the panel each year. In the event either Party wishes to withhold a specific arbitration from the preferred panel, the Parties may request a panel of arbitrators from the American Arbitration Association, whose rules for the selection and designation of arbitrators shall then be followed. The three (3) arbitrators will hear

cases in rotation. If an arbitrator cannot provide a hearing date for a grievance within thirty (30) days, that case, at the request of either Party, will be assigned to the next arbitrator in rotation.

In any specific case, if the Parties and the arbitrator agree, the arbitration shall be held within five (5) days, excluding Saturdays, Sundays and Holidays, from the date of notification and selection of the arbitrator. By mutual agreement of the Parties, the time limits set forth in this Article may be extended.

In all arbitrations held pursuant to this Article, the expenses of the arbitrator shall be paid by the Party whom the arbitrator rules against. In all such arbitrations, the sole purpose of the arbitrator shall be to interpret the express provisions of the Agreement and apply them to the facts of the complaint, dispute or grievance. The arbitrator shall have no power to change, amend, modify, add/or to subtract from, or otherwise alter this Agreement.

All grievances must be submitted to the Union by the affected seaman within thirty (30) days from the earlier of the date the seaman leaves the vessel or the Ship's Articles are terminated. Failure to file a grievance within this time period shall preclude an assertion of this grievance or its subject matter at any later date in any form.

SECTION 4. STOPPAGE OF WORK. There shall be no strikes, lockouts or stoppages of work while the provisions of this Agreement are in effect.

SECTION 5. SHIPS CHARTERED BY COMPANY. This Agreement is binding with respect to American-flag ships chartered by the Company (if charterer furnishes Unlicensed Personnel).

SECTION 6. AUTHORITY OF MASTER AND OBEDIENCE OF CREW. Nothing in this Agreement is intended to or shall be construed to limit in any way the authority of the Master or other officers, or lessen the obedience of any members of the crew to any lawful order.

SECTION 7. COMMENCEMENT OF EMPLOYMENT. In American domestic ports, a seaman's pay shall start as of the day in which he reports for work aboard the vessel, unless the seaman he is replacing is being paid for the same day. In the event that both seamen are required to work on that day, both shall be paid for the day but contributions for fringes shall be paid for only the departing man.

With respect to seamen joining a vessel in a foreign port, the seamen's pay and benefit contributions shall start as of the day of the departure flight to join the vessel.

SECTION 8. TERMINATION OF EMPLOYMENT. Any man leaving a vessel shall, upon request, be given a slip showing the reason for his termination of employment. Seaman shall be required to remain aboard the vessel until such time they are properly relieved, unless given a written authorization to depart by the Captain.

SECTION 9. STATEMENT OF EARNINGS. (a) Unlicensed Personnel shall be given a complete record of all earnings and deductions for the voyage not later than at the time of payoff.

(b) On December 31st of each year of this Agreement, all Unlicensed Personnel, whether at sea or in port, shall be entitled to receive all monies due them in the form of a check or other instrument which, under IRS rules, shall be deemed as constructive receipt of said money. W-2 forms shall be timely provided and shall reflect all appropriate money earned with the Company during the applicable calendar year.

(c) Unlicensed Personnel may request payment by check, allotment or, if available, direct deposit for any amount in excess of the first five hundred dollars (\$500.00), by providing a minimum of seventy-two (72) hours notice to the Captain. If the vessel is scheduled for a payoff on a Monday, such notice must be provided to the Captain no later than noon of the preceding Friday.

(d) On those vessels with automated payroll systems the Company shall notify the Union's Manpower Office each time the vessel will be in a U.S. port after a pay-off at sea or it will be paying off in a U.S. port. For these ports the company will provide a draw of up to five hundred dollars (\$500.00) if so requested by the seaman.

SECTION 10. CUSTOMARY DUTIES. (a) Members of all departments shall perform the necessary duties for the continuance of the operations of the vessel as set forth in this Agreement. It is understood that each crew member shall perform the recognized and customary duties of his particular rating. Necessary work shall include the preparation of cargo gear and cargo holds for the purpose of loading cargo and the securing of cargo gear and cargo holds after cargo is loaded or discharged. Necessary

work shall also include the maintenance of vessel equipment and machinery under the direction of the officer in charge.

(b) When it is necessary to shift a man to fill a vacancy, the man so shifted shall perform the duties of the rating to which he is assigned.

SECTION 11. VESSELS AGROUND. In the event the vessel runs aground, this Agreement shall be lived up to by the Company regardless of whether the Company or the Insurance Company is paying the wages and overtime until such time as Articles are terminated.

SECTION 12. MEDICAL ATTENTION. (a) Full medical attention as required by law shall be given to all Unlicensed Personnel. Except where it is assumed by the U.S. Consul and/or the Department of Health and Human Services, such medical attention shall be furnished by the Company at the expense of the Company.

(b) The Company agrees, when stocking the medicine chest, to include a broad spectrum antibiotic, which shall be furnished free of charge to seamen in need of same. The rules of the Department of Health and Human Services shall be observed with respect to dosage and administration.

SECTION 13. MAINTENANCE AND CURE. When a member of the Unlicensed Personnel is entitled to Maintenance and Cure under Maritime Law, he shall be paid maintenance at the rate of sixteen dollars (\$16.00) per day for each day or part thereof of entitlement. The payment due hereunder shall be paid to the man weekly. This payment shall be made regardless of whether he has or has not retained an attorney, filed a claim for damages, or taken any other steps to that end and irrespective of any insurance arrangements in effect between the Company and any insurer.

SECTION 14. REPATRIATION, UPKEEP AND TRANSPORTATION. (a) Where a crew member must leave a vessel because of illness or injury in any location outside the Continental United States, he shall be repatriated at Company expense as set forth herein, at the earliest date possible, and advances equalled to allotments, if any, shall continue during such repatriation, provided he has sufficient monies due him from the Company to cover such advances.

It is the purpose of the above paragraph to provide for the automatic payment of advances—in a sum equal to the agreed allotment—and to do this automatically, which advances are then to be charged against any claim for earned or unearned wages. The advances are to be paid in exactly the same time and manner and to the same person or persons that the allotment would have been paid had not illness or injury taken place. The term “repatriation” refers to the entire period for which unearned wages are due, and “advances” are made during the entire period, except in those cases where the law sanctions a refusal to pay unearned wages (which can be established under law to be gross negligence, willful misconduct, etc.).

If repatriated on a vessel of the Company, he shall be signed on as a nonworking workaway. If repatriated on a vessel of another Company, he shall be given not less than second class passage. In the event he is given less than second class passage on a vessel of another Company, he shall be given the cash difference between the passage afforded and second class passage. The seaman shall have the option of accepting repatriation by plane if such transportation is offered. Repatriation under this section shall be back to the port of engagement.

(b) In the event a crew member must leave a vessel because of illness or injury incurred in the service of such vessel while in a location within the Continental United States, Hawaii, Puerto Rico, Alaska and/or the U.S. Virgin Islands, and such illness or injury is known prior to his leaving, he shall be entitled to economy class air transportation to his original port of engagement in accordance with Article II, Section 59.

If the Company office or designated agents' office is closed, transportation, if due, shall be paid by the Ship's Master upon submitting medical proof from an accredited medical authority, specifying the nature of the illness or injury.

(c) While awaiting repatriation under section (a) and (b) herein, the seaman shall be entitled to repatriation upkeep in the sum of eight dollars (\$8.00) per day until afforded transportation as outlined in said subsections. Such upkeep shall be paid up to and inclusive of the day he is afforded the means of transportation by which he is to be repatriated. The Company or its Agents may make arrangements for meals and lodgings while the seaman is awaiting repatriation transportation, but in no event shall these arrangements be at a cost of less than eight dollars (\$8.00) per day.

In cases where regular meals are not included in the transportation herein provided for, the repatriated seaman shall be paid meal allowance at the rates specified in Article II, Section 43 during the transportation period.

(d) If a crew member's medical records indicate a pre-existing medical condition and there were reasonable grounds for the crewmember to believe the condition might disable him during a voyage and that condition was concealed at time of a pre-sign-on physical examination or on joining the vessel and is the reason for the individual leaving the vessel, the costs of repatriation, upkeep, treatment and transportation shall be borne by the crewmember.

(e) Where a seaman leaves the vessel due to illness or injury and such illness or injury has been known prior to his leaving, he shall receive a full statement of his account showing wages due him. Where time does not permit the statement being given to the man before he leaves the vessel or before the vessel's departure, the Master shall promptly advise the Company's Agent and the home office of the status of the man's account at the time he left the vessel.

Thereafter, when the seaman presents himself to the Agent at the port where he left the vessel, the maximum allowable payments shall be made to him by that Agent.

When the seaman presents his claim of wages to the Agent or office of the Company at the port of engagement or to the home office of the Company, he shall receive payment as promptly as possible.

Failure to pay the seaman wages within seventy-two (72) hours exclusive of Saturdays, Sundays and Holidays after presentation of his claim shall entitle the seaman to eight dollars (\$8.00) per day until the full wages due the man at the time he left the vessel are paid.

(f) The Company shall provide a record to the Union of all repatriated seamen, indicating the seaman's period of employment and the nature of the illness or injury requiring repatriation. This notice shall be provided to the Medical Director as soon as practical following the repatriation.

SECTION 15. LOSS OF CLOTHING. (a) In the event a ship of the Company is lost, the Unlicensed Personnel shall be compensated for the loss of clothing in the amount of seven hundred and fifty dollars (\$750.00) and shall be repatriated to the port of engagement with subsistence, room allowance and wages as per Section 59 of this Article.

(b) In the event that personal effects of Unlicensed Personnel are damaged due to marine casualty, or an accident to the vessel or its equipment, they shall be compensated for the loss in the amount of such loss but not to exceed one thousand dollars (\$1,000.00).

SECTION 16. WORK PERFORMED BY OTHER THAN MEMBERS OF THE UNLICENSED PERSONNEL AND SUBCONTRACTING, TRANSFERRING OR ASSIGNING UNLICENSED PERSONNEL WORK.

Any work performed by cadets, workaways, passengers, prisoners of war, staff officers, or any member of the crew other than the Unlicensed Personnel that is routine work of the Unlicensed Personnel shall be paid for at the overtime rate when such work is performed Monday through Friday and at the Overtime Rate when such work is performed on Saturdays, Sundays or Holidays. Such payment is to be divided among the Unlicensed Personnel ordinarily required to perform such work.

The Unlicensed Personnel shall continue to perform such work as they have heretofore customarily and traditionally performed, regardless of technological or other changes implemented or sought to be implemented aboard vessels operated by any of the Companies which are signatory to this Agreement.

The Company agrees that no sea-going work or services of the kind, nature or type historically or traditionally performed, or presently performed, or hereafter assigned to the Unlicensed Personnel covered by this Agreement will be subcontracted, transferred or assigned in whole or in part to any other person or entity. It is the purpose and intent of this clause to preserve the work of the Unlicensed Personnel covered by this Agreement and, accordingly, said clause shall not be applicable to work or services which historically and traditionally have been performed by other persons or entities.

SECTION 17. CARRYING OF CADETS, ETC. IN LIEU OF CREW. No cadets, workaways or passengers shall be carried in lieu of the crew.

SECTION 18. EMERGENCY DUTIES AND DRILLS. (a) Any work necessary for the safety of the vessel, passengers, crew or cargo, or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time, and such work shall not be considered overtime.

In an emergency such as the above paragraph deals with, it is not necessary to call out all hands unless the Master of the vessel feels that it is necessary.

"Any work necessary for the safety of the vessel passengers, crew or cargo or for the saving of other vessels in jeopardy and the lives thereon, shall be performed at any time, and such work shall not be considered overtime" refers to instances when it is ordinarily necessary to muster the entire crew in order to assure the safety of the persons or property mentioned. Incidents of this kind should be recorded in the official Log.

Routine work for the safe navigation of the vessel refers to such operations as steering, standing a lookout, standing any regular watch on deck or in the engine room.

(b) Whenever practicable, lifeboat and other emergency drills shall be held on weekdays, Monday through Friday, between the hours of 8 a.m. and 4:30 p.m. Preparation for drills, such as stretching fire hose and hoisting and swinging out boats, shall not be done prior to signal for such drills, and after drill is over, all hands shall secure boats and gear. In no event shall overtime be paid for work performed during such drills, except as herein provided.

(c) The Overtime Rates shall be paid for lifeboat and other drills held on Saturdays, Sundays and Holidays, except in instances where departure time and date do not permit required drills being held before the first Saturday, Sunday or Holiday after departure.

(d) In port when such drills are held on Saturdays, Sundays or Holidays, the Overtime Rate shall be paid, except where such drills are held on days of departure, or required by regulatory agencies such as the US Coast Guard or IMO.

All Unlicensed Personnel shall be given instruction on how to start the lifeboat engines.

SECTION 19. SAFE WORKING CONDITIONS. The employer shall furnish all required safe working gear and equipment. Unlicensed Personnel shall wear all furnished personal protective equipment (PPE) and utilize all required safety gear and equipment and follow all safety procedures. Whenever a seaman is required to obtain his own working gear, including safety shoes, he shall be fully reimbursed by the employer. However, reimbursement for safety shoes is limited to permanent personnel and personnel employed on a trip tour basis, and will be issued no more frequently than once a year, up to a maximum of \$125.00. No man shall be required to work under unsafe conditions. Ordinary hazards of the sea shall not be considered unsafe conditions in applying this section. Unlicensed Personnel shall fully participate in the company's Safety Management System.

Unlicensed Personnel shall not be required to work over the side or aloft when the vessel is loading or unloading explosives, except in case of emergency.

All off duty Unlicensed Personnel shall be required to attend shipboard safety meetings. Participation in such training or safety meetings shall be without additional compensation.

Survival suits shall be placed aboard the Company's vessels pursuant to U.S. Coast Guard regulations. The seaman to whom such suit is issued, shall reimburse the Company for costs incurred in the repair or replacement of such suit as a result of its improper use, damage, or loss.

The Union and the Company shall cooperate in establishing and instituting a Shipboard Safety and Health Program as a means toward reducing the occurrence of shipboard injuries and limiting potential liability.

All unlicensed seaman shall renew their basic safety training (BST) certification in accordance with the regulations, but not less than every five (5) years.

SECTION 20. HOLIDAYS. The Company agrees to recognize the following as Holidays.

- | | |
|-------------------------------------|---------------------|
| 1. New Year's Day | 6. Labor Day |
| 2. Martin Luther King, Jr. Birthday | 7. Columbus Day |
| 3. Presidents' Day | 8. Veterans Day |
| 4. Memorial Day | 9. Thanksgiving Day |
| 5. Independence Day | 10. Christmas Day |

All Holidays will be observed on the days designated by the Federal Government and, where not so designated, on the days customarily observed aboard the vessel.

Saturdays, Sundays and Holidays at sea or in port shall be considered Holidays for the Unlicensed Personnel not on watch. Men on watch shall perform only the routine duties necessary for the safe navigation of the vessel on these days.

If the observance of a Holiday is not designated by the Federal Government, then any Holiday that falls on a Saturday or Sunday shall be observed the following Monday.

Overtime Rates shall be paid for all work performed by the Unlicensed Personnel on any of the ten (10) Holidays described in this Agreement at sea or in port.

Any day that is a recognized Holiday for the longshoremen in Continental U.S. ports shall also be a recognized Holiday for the crew while in that particular port.

When a vessel is in Puerto Rico, the following three (3) days, which are recognized as Holidays for longshoremen in Puerto Rico ports, shall also be recognized as Holidays for the Unlicensed Personnel while the vessel is in Puerto Rico.

1. Good Friday
2. July 17th (Munoz Rivera)
3. July 25th (Constitution Day)

SECTION 21. OVERTIME RATES AND PENALTY RATES.

(a) OVERTIME RATES

Deck Department	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Boatswain	25.37	26.13	26.91	27.99	29.11
Carpenter	21.04	21.67	22.32	23.22	24.15
Carpenter Maintenance	19.31	19.89	20.48	21.30	22.16
A.B. Maintenance	19.31	19.89	20.48	21.30	22.16
Quartermaster	18.88	19.45	20.03	20.83	21.66
Able Seaman (Green)	18.31	18.86	19.42	20.20	21.01
Able Seaman (Blue)	15.93	16.41	16.90	17.58	18.28
O.S. Maintenance	13.54	13.94	14.36	14.93	15.53
Ordinary Seaman	13.54	13.94	14.36	14.93	15.53
Engine Department	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Q.M.E.D./Electrician	26.98	27.79	28.62	29.77	30.96
QMED/Electrician Relief	24.74	25.48	26.24	27.29	28.38
Chief Electrician	26.98	27.79	28.62	29.77	30.96
Crane Mtct./Electrician	25.98	26.76	27.56	28.66	29.81
Electrician Reef Mtce.	25.98	26.76	27.56	28.66	29.81
Second Electrician	24.37	25.10	25.85	26.89	27.96
Engine Maint./Electr. Relief	24.37	25.10	25.85	26.89	27.96
Engine Maintenance	24.37	25.10	25.85	26.89	27.96
Eng. Util. Reefer Mtce.	24.37	25.10	25.85	26.89	27.96
Refrigeration Engineer (when one is carried)	24.37	25.10	25.85	26.89	27.96
Refrigeration Engineer (when three is carried)					
Chief	22.33	23.00	23.69	24.64	25.62
First Assistant	21.33	21.97	22.63	23.53	24.47
Second Assistant	20.70	21.32	21.96	22.83	23.75
Q.M.E.D.	0.00	0.00	0.00	0.00	0.00
Class 1	25.37	26.13	26.91	27.99	29.11
Class 2	22.87	23.55	24.26	25.23	26.24

Class 3	20.83	21.45	22.10	22.98	23.90
Class 4	18.79	19.35	19.93	20.73	21.56
Plumber Machinist	22.35	23.02	23.71	24.66	25.64
Unlicensed Jr. Engr. (Day)	21.33	21.97	22.63	23.53	24.47
Unlicensed Jr. Engr. (Watch)	19.23	19.80	20.40	21.21	22.06
Deck Engineer	21.65	22.30	22.97	23.89	24.85
Engine Utility	21.00	21.63	22.28	23.17	24.10
Evaporator/Mtce.	17.92	18.46	19.01	19.77	20.56
Oiler	16.90	17.41	17.93	18.65	19.39
Oiler (disel)	18.19	18.73	19.29	20.07	20.87
Watertender	16.90	17.41	17.93	18.65	19.39
Fireman/Watertender	16.90	17.41	17.93	18.65	19.39
Fireman	15.01	15.46	15.93	16.57	17.23
Wiper	15.72	16.19	16.68	17.34	18.04
Ship's Welder Mtce.	20.70	21.32	21.96	22.83	23.75
Oiler/Mtce. Utility	18.86	19.43	20.01	20.81	21.64
Gen. Utility/Deck Eng.	15.84	16.32	16.81	17.48	18.18
General Vessels Assistant	15.84	16.32	16.81	17.48	18.18
Steward Department	Effect.	Effect.	Effect.	Effect.	Effect.
	7/1/06	7/1/07	7/1/08	7/1/09	7/1/10
Chief Steward	25.37	26.13	26.91	27.99	29.11
Steward/Cook	25.37	26.13	26.91	27.99	29.11
Steward/Baker	25.37	26.13	26.91	27.99	29.11
Chief Cook	21.06	21.69	22.35	23.24	24.17
Cook & Baker	19.05	19.63	20.21	21.02	21.86
Second Cook	16.56	17.06	17.57	18.28	19.01
Third Cook	16.56	17.06	17.57	18.28	19.01
Asst. Cook/Utility	16.56	17.06	17.57	18.28	19.01
Steward Assistant	13.55	13.95	14.37	14.95	15.54

Except as otherwise provided, the rates set forth above shall be paid for all work in excess of eight (8) hours Monday through Friday and anytime Saturdays, Sundays or Holidays. It is further agreed that the Company shall offer to all Deck and Engine Unlicensed Personnel possessing a Group I Rating, a minimum of eight (8) hours every Saturday, Sunday and Holiday whether at sea or in port.

(b) PENALTY RATES

(b) 1.

	Effect.	Effect.	Effect.	Effect.	Effect.
	7/1/06	7/1/07	7/1/08	7/1/09	7/1/10
ON WATCH, Monday through Friday					
Group I	8.82	9.09	9.36	9.64	9.93
Group II	6.78	6.99	7.20	7.41	7.63
Group III	5.36	5.52	5.68	5.85	6.03

(b) 2.

OFF WATCH, Monday through Friday

Group I	17.87	18.41	18.96	19.53	20.11
Group II	14.33	14.76	15.20	15.66	16.13
Group III	12.75	13.13	13.53	13.93	14.35

(b) 3.

ON WATCH, Saturdays, Sundays & Holidays

Group I	27.98	28.82	29.68	30.57	31.49
Group II	19.45	20.03	20.64	21.26	21.89
Group III	15.43	15.90	16.37	16.86	17.37

When specific rates are provided in this Agreement for work done on Saturdays, Sundays and Holidays, those rates shall not be less than the Penalty Rate in effect.

Except as otherwise provided, the rates specified above shall be paid for such work as is specified in this Agreement.

ARTICLE II GENERAL RULES

Section 2 (c)	Weekly Meetings
30 (a)	Penalty Cargoes
32 (d)	Longshore Work
33	Working Ballast
36	Restriction to Ship
38 (b) & (g)	Sailing Board Time
41 (a)	Rest Periods
44 (c),(e),(f)&(g)	Meal Hours Relieving for Meals (Penalty)
45 (b) & (c)	Midnight Lunch

ARTICLE III DECK DEPARTMENT

Section 7 (b)	Men Standing Watches
8	Relieving Helmsman/Working on Bridge
12 (c)	Carpenter's Duties
15 (e)	Topping or Lowering Booms
19 (a)	Securing Cargo
20 (d)	Handling Hatches
21	Laying Dunnage
22 (b)	Cleaning Cargo Holds
24 (b)	Vessels Stores
25	Spray Guns & Sand Blasting
28	Tending Livestock
29	Garbage
30	Removing Soot from the Stack

31 (b)	Cleaning Bilges and Oil Spills
32 (a), (c) & (d)	Tank Cleaning
33	Steering Engine Room & Bow Thruster Room
34 (e)	Additional Work

ARTICLE IV ENGINE DEPARTMENT

Section 4 (a)	Work on Saturdays, Sundays & Holidays at Sea
28 (c)	Wipers
30 (a) (c) & (d)	Tank Cleaning
31	Spray Painting & Sand Blasting Equipment
32	Carbon-Tetrachloride
40. 4.	OMU Duties
41. 7.	QMED Day Worker Duties

ARTICLE V STEWARD DEPARTMENT

Section 10	Handling Stores
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The rates specified in (b) 1 above shall also apply to penalty meal hours, weekly Ship's Committee meetings, restriction claims and delayed sailings.

Port Time:

There shall be no extra compensation for work performed weekdays, after 5:00 p.m. and before 8:00 a.m. in port provided that no other personnel on the vessel receives extra compensation for similar duty under similar circumstances.

Extra compensation at the applicable rate will be paid for work in port in excess of eight (8) hours a day weekdays and on Saturdays, Sundays and Holidays.

Except as otherwise provided, the rates specified in (b) 1 above shall also apply to work performed in lieu of rest periods unless a higher rate is required due to the nature of the work involved.

(c) Departments and Groups shall be the basis for determining the applicable Group for a specific rating, as stated below.

DECK DEPARTMENT

GROUP I - DAY WORKERS

Boatswain	A.B. Deck Maintenance
Boatswain's Mate	Storekeeper
Carpenter	A.B. Splicer/Joiner
Carpenter Mtce.	

GROUP II - RATING WATCHSTANDERS

Quartermaster	Able Seaman (Blue)
Able Seaman (Green)	Cable AB

ENGINE DEPARTMENT

GROUP I

Chief Electrician Evap.	Maintenance Man
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1st, 2nd, 3rd. Ref.Eng'r.	QMED - Pumpman
2nd Electrician	Chief Pumpman
Unlic. Jr. Eng'r-Day Work	Second Pumpman/Engine Mtce.
Unlic. Jr. Eng'r-Watch	Engine Maintenance
Plumber-Machinist	Ship's Welder/Maint.
Electrician/Ref. Mtce.	Eng. Utility Reefer Mtce.
Crane Mtce. Electrician	QMED - Class 1, 2, 3 and 4
Chief Ref. Eng'r.	QMED/Electrician
Chief Storekeeper	Marine Electronics Technician

GROUP II

Deck Engineer	Watertender
Engine Utility	Fireman/Watertender
Oiler-Diesel	Fireman
Oiler - Steam	Oiler Maintenance/Utility
Engine Utility/FOWT	Deck Engineer/Utility

STEWARD DEPARTMENT

GROUP I (S) RATED MEN

Chief Steward	Steward/Cook
Steward/Baker	

GROUP I - RATED MEN

Cook and Baker	Chief Cook
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GROUP II

2nd Cook, 3rd Cook and Assistant Cook/Utility
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GROUP III

ENTRY DEPARTMENT - STEWARD

Utility Messman	Steward Assistant
Galley Utility	Messman
Bedroom Steward	General Stewards Utility
Passenger B.R.	

ENTRY DEPARTMENT - OTHERS

Ordinary Seaman	General Utility Deck/Engine
Wiper	General Vessel Assistant
Ordinary Seaman Deck Maintenance	

SECTION 22. COMMENCEMENT OF OVERTIME. (a) When the watch below is broken out to report for work outside their regular schedule, overtime shall commence at the time stated for the call-out, provided, however, that such crew members report for duty within thirty (30) minutes of the time the overtime work commences. Otherwise, overtime shall commence at the actual time such employee reports for duty, and such overtime shall continue until the employee is released.

(b) The above provision shall not apply in the event the commencement of overtime is scheduled one (1) hour following the conclusion of their regular watch or workday. In that event, the crew members, having had a full hour for their meal, shall report promptly at the beginning of the period for which overtime has been scheduled.

SECTION 23. CONTINUOUS OVERTIME. When working overtime on the watch below and the crew is knocked off for two (2) hours or less, the overtime shall be paid straight through. Time allowed for meals shall not be considered as overtime in this clause.

SECTION 24. COMPUTATION OF OVERTIME. When overtime worked is less than one (1) hour, overtime for one (1) full hour shall be paid. When overtime exceeds one (1) hour, the overtime work performed shall be paid for in one-half (½) hour periods, and any fractional part of such period shall count as one-half (½) hour.

In port, whenever the watch below is called out to work, such seaman shall be paid a minimum of two (2) hours overtime at the applicable overtime rate. This provision shall not apply when such work is performed immediately before regular working hours or in conjunction with docking, undocking or shifting, shall not apply to supper relief, and shall not result in duplication of or pyramiding of overtime. In the Steward's Department, "watch below" shall be deemed to mean outside of the "spread" set forth in Article V, Section 4 of this Agreement.

SECTION 25. CHECKING OVERTIME. No work specified in this Agreement as overtime work shall be performed unless authorized by the head of the particular department. After authorized overtime has been worked, the senior officer of the department on board will present to each employee who has worked overtime a slip stating hours of overtime and nature of work performed. An overtime book will be kept to conform with individual slips for settlement of overtime. Officers and men shall keep a record of all disputed overtime. No claim for overtime or other monetary claims shall be valid unless such claim is presented to the head of the department within seventy-two (72) hours after completion of work or after commencement of the incident which causes the claim. When work has been performed and an overtime claim is disputed, the head of the department shall acknowledge in writing that the work was performed.

Department heads shall collect and return overtime sheets to the Unlicensed Personnel no less than once a week, clearly indicating any disputed claims.

SECTION 26. PAYMENT OF OVERTIME. All money due for crew overtime shall be paid at the signing off. In the event payment of overtime is delayed by the Company beyond the seventy-two (72) hours exclusive of Saturdays, Sundays or holidays after signing off Articles, additional compensation shall be paid at the rate of twenty-five dollars (\$25.00) a day for each calendar day or fraction thereof aforesaid payment of overtime wages is delayed. This shall not include disputed overtime being settled between the Union Representatives and the Company.

No claim for the above penalty shall be considered valid unless the failure to make such payment is made known to the Union within seventy-two (72) hours after the event.

SECTION 27. DIVISION OF WAGES OF ABSENT MEMBERS. (a) When the vessel's required number of certified ratings are not in compliance with the U.S. Coast Guard's certification, the wages of missing watchstanders shall be paid to the Unlicensed Personnel who perform the duties of the missing man unless the watch conforms to the U.S. Coast Guard certification by assigning qualified day workers or crew members from other watches to fill the shortage.

(b) There shall be no reduction in pay where crew members of a higher rating are assigned to replace crew members of a lesser rating.

SECTION 28. MONEY DRAWS & ALLOTMENTS. Crew cash advances shall be put out the day before arrival in port, however no more frequently than once every five (5) days. Upon request, the Unlicensed Personnel shall be granted advances at least once every five (5) days, except on Saturdays, Sundays and Holidays, while the vessel is in port. Such advances shall be made available to the Unlicensed Personnel not later than 4:00 p.m.

If requested, draws can be paid by check, allotment or, if available, direct deposit.

Valid overtime and approved subsistence and lodging claims shall be included in computing the amount upon which the seamen may draw.

Procedures shall be established on all vessels on foreign or intercoastal Articles whereby allotments or remittances may be made at the behest of the Unlicensed Personnel not less than once every fifteen (15) days if so requested.

SECTION 29. EXPLOSIVES. On vessels carrying explosives in excess of fifty (50) long tons as permitted by law, the Company agrees to pay each member of the Unlicensed Personnel, in addition to their regular monthly wage, ten percent (10%) per month of such wages from the time the loading of the explosive cargo is started until the explosive cargo is completely discharged.

When the Unlicensed Personnel is required to work explosives at any time, they shall be paid for such work in addition to their regular monthly wages at the rate of ten dollars (\$10.00) per hour unless a higher rate is specified in Article II, Section 32.

For the purpose of this Agreement, explosives shall consist of the following items:

Nitro-Glycerine	Loaded Bombs
T.N.T.	Dynamite
Poison Gases	Loaded shells of one pound or over
Black Powder	but not small arms ammunition
Blasting Caps	
Detonating Caps	

SECTION 30. PENALTY CARGOES. (a) When members of the Unlicensed Personnel are required to clean holds in which lead concentrates, coal, coke or penalty cargoes are carried, they shall be paid at the rates prescribed in Article II, Section 21 (b), Penalty Rates. However, when holds have been cleaned by the Unlicensed Personnel after carrying penalty cargo, no overtime for cleaning will be paid for subsequent cleaning of holds unless another penalty cargo is carried.

(b) For the purpose of this Agreement, the following are classed as penalty cargoes:

IN BULK

Bones	Caustic Soda
Green Hides	Soda Ash
Manure	Creosoted Lumber

IN BAGS OR BULK

Super Phosphate	Bone Meal
Cyanide	Chloride of Lime
Cement	Lampblack
Greaves Cakes	Carbonblack
Saltcake	Sulphur
Gasoline in any manner	Copra (3,000 tons)

(c) When sulphur in the amount of twenty-five percent (25%) or more of the deadweight carrying capacity is carried on a vessel, each member of the Unlicensed Personnel shall be paid extra compensation of ten dollars (\$10.00) per voyage.

SECTION 31. ADDITIONAL LABOR

(a) **STANDBY WORK.** When men are hired by the Company for standby work in port by the day, they shall be paid the Overtime Rate for the respective ratings. Eight (8) hours shall constitute a day's work. All work performed in excess of eight (8) hours in any twenty-four (24) hour period, or any work performed in excess of eight (8) continuous hours, shall be paid at the Overtime Rate and one-half (1/2) for the respective ratings. Men hired to perform standby work shall perform any work which shall be assigned to them by their superior officer, and they shall not be subject to any work rules set forth in this Agreement.

When standby work in any particular department is to be performed, an effort shall be made to obtain men with ratings in such department if they are available and are competent to perform such work.

Any man hired for standby work who reports when ordered shall be paid a minimum of eight (8) hours of pay for the first day and a minimum of four (4) hours for each day's work thereafter.

This change shall not be interpreted to conflict with any understanding that the Union might have with a Company whose practice is to hire relief crews while the vessel is in port.

(b) RIDING GANGS. The Company shall have the right, at any time, to determine the appropriate size of the work force required to complete the maintenance project. Any member of the Riding Gang reduced as a result of this determination will be provided transportation back to his original port of engagement. Any one accepting a position on the Riding Gang shall perform any Unlicensed general maintenance and repair duties assigned by the vessel. Riding Gang members shall work seven (7) days per week. Daily hours of work for the Riding Gang shall be 12 hours per day, Monday through Sunday, from:

0800 - 1200

1300 - 1700

1800 - 2200

However, these hours may be modified in the event the Riding Gang is engaged in tank cleaning. Maintenance work shall not be performed outside on deck during periods of darkness unless the work area is safely illuminated.

The utilization of Riding Gang members will not trigger any additional contractual crew costs such as, but not limited to, extra Steward Department compensation. Claims for loss of overtime by the ship's crew will only be honored when the work being performed by the Riding Gang member is work traditionally and historically performed by the ship's crew, and the crew member submitting the claim was available and did not refuse any overtime for the same period.

The work rule provisions of the Standard Freightship Agreement shall not apply to Riding Gangs. However, Riding Gang personnel shall be entitled to the same living conditions and social benefits provided for in the Agreement.

Members of the Riding Gang, shall be requested from the Union as Group I or Group II ratings. The daily rates of pay shall be as follows:

	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Group I	170.06	175.17	180.42	187.64	195.14
Group II	127.87	131.70	135.65	141.08	146.72

When work is performed in excess of 12 hours, they will be paid one and one-half times the hourly rate. The hourly rate is calculated by dividing the daily rate by 12. Upon completion of the assignment, the Company shall provide transportation for the Riding Gang back to the original port of engagement.

SECTION 32. LONGSHORE WORK BY CREW. (a) In those ports where there are no longshoremen available, members of the Unlicensed Personnel may be required to drive winches for handling cargo or may be required to handle cargo. For such work, the Unlicensed Personnel shall be paid at the following rates anytime Monday through Friday.

	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Group I	19.86	19.86	19.86	20.45	20.45
Group II	13.57	13.57	13.57	13.97	13.97
Group III	10.64	10.64	10.64	10.96	10.96

Anytime on Saturdays, Sundays and Holidays, the following rates shall apply.

	Effect. 7/1/06	Effect. 7/1/07	Effect. 7/1/08	Effect. 7/1/09	Effect. 7/1/10
Group I	29.78	29.78	29.78	30.67	30.67
Group II	20.36	20.36	20.36	20.97	20.97

Group III	15.91	15.91	15.91	16.39	16.39
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(b) On tankers which are carrying grain, when crew members are required to unfasten butterworth plate nuts and/or remove the butterworth plates for the purpose of loading or discharging grain cargo, or to replace butterworth plates and/or fasten nuts upon completion of grain cargo work, they shall be entitled to compensation as provided for in this section. This section shall not be so construed as to be applicable to any work where longshoremen are not available due to labor trouble.

The above shall not apply for securing or shoring up cargo or spotting booms or cranes for longshoremen.

(c) Anytime the Unlicensed Personnel is required to erect cargo partitions in the cargo holds after loading bananas or other cargoes or to dismantle such partitions prior to the discharge of such cargoes, the crew members engaged in such work shall be paid at the longshore rates specified above. The penalty specified shall only apply where cargo is involved and shall not apply to routine maintenance of such equipment.

(d) Unlicensed Personnel required to hook up hoses for the discharge of liquid cargoes or to dismantle and secure the hoses after the cargo discharge shall be compensated at the rates prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 33. WORKING BALLAST. When members of the Unlicensed Personnel are required to discharge ballast other than water ballast out of the holds, or handle or discharge ballast on deck, including washing sand ballast off the decks with hoses, they shall be paid at the rate prescribed in Article II, Section 21 (b), Penalty Rates.

SECTION 34. PORT TIME, ARRIVAL AND DEPARTURE. (a) A vessel shall be deemed to have arrived in port thirty (30) minutes after it has anchored or moored at/or in the vicinity of a port (or other place of loading or discharging) for the purpose of loading or discharging cargo, ballast, passengers, mail, undergoing repairs, fumigation, lay up, awaiting orders or berth, bunkering alongside of a dock, loading or unloading containers whether empty or not. This provision shall not apply to emergency anchorage or mooring solely for reasons of safety.

(b) The term "anchored or moored at/or in the vicinity of a port (or other place of loading or discharging)" shall cover any situation where the facts of the situation disclose that the vessel has, as its immediate destination, the specific port or other place of loading or discharging.

(c) A vessel shall be deemed to have departed and port time terminated thirty (30) minutes prior to the time when mooring lines are cast off or the anchor is aweigh for the purpose of putting to sea directly.

(d) Port time shall not apply while awaiting pilot, quarantine pratique, safe weather or tide. It is agreed, however, that in the case of awaiting pilot, quarantine and pratique, any such exception shall not apply where the delay is because the vessel is awaiting a berth and in any event shall only apply where the delay is caused by the arrival of the vessel during hours that the officials passing quarantine or pratique are not on duty and only for such limited period.

(e) Port time conditions shall apply whether or not watches are broken.

SECTION 35. SHIFTING SHIP. (a) After the vessel arrives in port as outlined in Article II, Section 34, any subsequent move solely in Inland waters shall be regarded as shifting ship and overtime paid at the applicable rate while such moves are performed on Saturdays, Sundays and Holidays, and when such work is performed in excess of eight (8) hours, Monday through Friday with the following exceptions.

When sea watches are maintained, moves between the New York area and Albany, New York area and Bridgeport and vice versa shall not be considered a shift.

Port Alfred to Montreal or vice versa.

Port Alfred to Quebec or vice versa.

Montreal to Quebec or vice versa.

All moves from American ports to British Columbia ports or vice versa.

Monticello to Buenos Aires to Rosario or points above or vice versa.

Boston to New York or vice versa.

New Orleans to Baton Rouge or vice versa.

Norfolk to Baltimore or vice versa.

All moves between ports on the St. Lawrence Seaway and/or the Great Lakes West of Montreal, except those moves which are less than eighty (80) miles.

(b) Moves from Baltimore through the Chesapeake and Delaware Canal to Delaware River ports or vice versa, shall be considered a move of the ship and such work performed on Saturdays, Sundays and Holidays or in excess of eight (8) hours Monday through Friday, shall be paid for at the applicable rate.

(c) A move from Honolulu to Pearl Harbor or vice versa shall be considered a shift of the vessel.

(d) A move from Galveston to Houston or vice versa shall be considered a shift of the vessel. No movement of a vessel shall be considered a shift of ship until the vessel is in port as provided for in Article II, Section 34.

SECTION 36. RESTRICTION TO SHIP. When a vessel has been in a foreign port where the crew was restricted to the ship and the Company claims that this restriction was enforced by the government of the port visited or either Federal, Military or Naval Authorities, the Company shall produce a copy of the restriction order of the government, Federal, Military or Naval Authorities. In lieu thereof, it may produce a proper entry in the official log book and must give sufficient notice in writing of the restriction to the Ship's Chairman. The notice shall also be posted on the crew's bulletin board. A letter from the Company's agents will not be sufficient proof of the existence of such an order. If the Company is unable to produce evidence as provided herein to satisfy the Union of the validity of such restriction, the Unlicensed Personnel shall be compensated for having been restricted to the ship by the payment of overtime for the period of the restriction at the applicable Penalty Rate.

When a restriction occurs because of quarantine, immigration or customs procedures, a proper log entry shall suffice.

SECTION 37. SECURITY WATCHES. Unlicensed Personnel may be required to stand security watches in port. If the vessel is anchored or moored to offshore buoys and the vessel's gangway is not being used, crew members assigned to such watches may be required to routinely check the deck area for security reasons or perform other security duties as outlined in the vessel's Vessel Security Plan.

SECTION 38. SAILING BOARD TIME. (a) The sailing time shall be posted at the gangway on arrival when the vessel's stay in port is twelve (12) hours or less. When the stay exceeds twelve (12) hours, the sailing time shall be posted eight (8) hours prior to the scheduled sailing, if before midnight.

If the scheduled sailing is between midnight and 8:00 a.m., the sailing time shall be posted not later than 5:00 p.m.

(b) If the vessel's departure is delayed and the delay is due to the loading or discharging of cargo, the loading of stores or bunkers, the new time of departure shall promptly be posted on the board, and if such delay exceeds two (2) hours, the watch off duty shall be dismissed and shall receive two (2) hours compensation at the Penalty Rates prescribed in Article II, Section 21 (b) for such reporting.

If the new sailing time is not posted within the two (2) hour period, the watch off duty shall receive compensation at the Penalty Rate from the time required to report to the time that the vessel sails. This section includes the watch on duty on Saturdays, Sundays and Holidays. The overtime prescribed above shall not apply if sailing is delayed on account of weather, such as rain, fog or any other condition beyond the vessel's control.

(c) The sailing board shall be posted no later than 5:00 p.m. on Friday when a vessel is scheduled to sail on a weekend between 5:00 p.m. Friday and 8:00 a.m. Monday. When a vessel arrives on a weekend between 5:00 p.m. Friday and 8:00 a.m. Monday, and is scheduled to sail prior to 8:00 a.m. Monday, the sailing board shall be posted not later than two (2) hours after arrival. If Friday is a Holiday, the sailing board shall be posted prior to the Holiday. Similarly, if Monday is a Holiday, then the following Tuesday shall be substituted in lieu of Monday. In the event the Company does not do this, the Penalty Rate in effect will be paid from the time the watch below is required to return until the time the vessel sails or 8:00 a.m. Monday, whichever is earlier.

(d) If the Company has correctly posted the board as above required, and the scheduled departure is during the weekend as above provided, then at the time of posting a written form must be given to each Unlicensed crew member by an authorized Deck or Engine Officer, advising them of a specific telephone number. The burden to assume a proper telephone service is entirely on the Company. If such written form is not furnished at the time of posting to each Unlicensed crew member, then the Unlicensed crew members shall be guided by the posted sailing time.

(e) Each Unlicensed crew member will then have the obligation to make one (1) telephone call at Company expense to such telephone number. Such call must be made no earlier than five (5) hours before scheduled departure time and no later than two (2) hours before the scheduled departure time.

The purpose of such call is to find out if the sailing board departure time has been changed to a later time subsequent to the Unlicensed crew member having left the vessel.

(f) If at the time of the telephone call the answer is that there has been no change, then the Unlicensed crew member can rely on the departure time as set forth on the sailing board when he left the vessel. If in response to the telephone call the Unlicensed crew member is advised that the departure time has been changed, he will report one (1) hour before the new scheduled departure time.

(g) When Unlicensed Personnel report back to the vessel pursuant to the scheduled departure time and the vessel departs two (2) or more hours after such scheduled departure time because of loading or discharging cargo or loading of stores or bunkers, even if it occurs after 8:00 a.m. on Monday (or Tuesday if Monday is a Holiday), they will be paid at the Penalty Rates specified in Article II, Section 21 (b) 1.

(h) If the vessel in fact sails within two (2) hours from the posted sailing time, pursuant to which the Unlicensed crew member reported back on the vessel, there will be no penalty payment required.

(i) All Unlicensed Personnel shall report aboard at least one (1) hour before the scheduled sailing time. In the event any Unlicensed crew member fails to comply with this provision, the Company shall call the Union and the Union shall furnish a replacement. If the original crew member reports after the Company has called a replacement, the man shipped by the Union as such replacement shall receive two (2) days pay and transportation from the crew member who was late in reporting for duty.

(j) When a Company orders a replacement for which there is no vacancy on the vessel, the Company shall reimburse the seaman the equivalent of two (2) days pay plus transportation charges.

SECTION 39. SECURING VESSEL FOR SEA. All vessels of the Company must be safely secured before leaving the harbor limits for any voyage,

Vessels sailing in the daytime must be safely secured before leaving the harbor limits. In the event the vessel is not safely secured before reaching the harbor limits, the vessel shall proceed to a safe anchorage and be secured before proceeding to sea. Vessels sailing after dark shall be safely secured before leaving the dock or may proceed to a safe anchorage to secure vessel before proceeding to sea. When lights can be maintained on the after deck, gear and hatches may be secured on this deck enroute to anchorage.

SECTION 40. LAUNCH SERVICE. When a ship is anchored or tied up to a buoy for eight (8) hours or over, for the purpose outlined in Article II, Section 34, each member of the Unlicensed Personnel while on his watch below shall be allowed one (1) round trip to shore at the Company's expense every twenty-four (24) hours.

The Master shall use his own judgment and, if in his opinion, the conditions are not safe, he shall not provide launch service. However, he shall, as usual, make his entries in the log as to the weather conditions and advise the Ship's Chairman accordingly. He shall get other data, if possible, such as weather reports to further back his decision.

When launch service is arranged for by the Company, the schedule shall be such that each and every member shall be given opportunity for a round trip as called for herein on his watch below.

In ports where regular boat service is not available, members of the Unlicensed Personnel may make their own arrangements for transportation and the Company agrees to reimburse either the crew member or the owner of the boat up to twenty-five dollars (\$25.00) per round trip per man carried once every twenty-four (24) hours.

SECTION 41. REST PERIODS. (a) Monday through Friday, when the ship is under port working rules and sea watches have not been set and members of the Unlicensed Deck and Engine Personnel off duty are required to work overtime between midnight and 8:00 a.m., they shall be entitled to one (1) hour of rest for each hour actually worked. Such rest period shall be given at any time during the same working day. The rest period shall be in addition to cash overtime paid for the work performed between midnight and 8:00 a.m. If such rest period is not given, the men shall be entitled to additional compensation at the applicable Penalty Rate in lieu thereof. This shall not apply when sea watches are set the same day and before the rest period is completed.

This subsection shall not apply to men turning out on compensation at 6:00 a.m. or after.

(b) Monday through Friday, on days of arrival, if members of the Unlicensed Deck or Engine Personnel off duty are required to perform work between midnight and 8:00 a.m., they shall be entitled to

one (1) hour of rest for each hour worked. If such period of rest is not completed at 5:00 p.m. of the same day, compensation at the Penalty Rates shall be allowed for the incomplete portion of such rest period.

(c) This section shall apply in the case of day workers, both at sea and in port.

(d) Where a seaman is entitled to a rest period under the provisions of Section 41, such rest period shall be granted during the time that he would normally be required to work in order to complete his working day.

(e) The Boatswain may take a rest period when due, except in cases where the watch below is turned to on overtime.

SECTION 42. FRESH PROVISIONS. (a) An adequate supply of fruit juices shall be provided for the Unlicensed Personnel. Fresh fruit and vegetables will be furnished at every port touched where available, and if supply is possible, a sufficient amount to last until the next port or to last until the food would ordinarily, with good care, spoil. Shore bread shall be furnished at all U.S. ports when available.

Frozen foods shall be considered the equivalent of and serve the same purpose as fresh foods.

(b) (1) Vessels making a foreign voyage shall store canned whole fresh milk or aseptically packaged milk at the rate of one (1) pint per man per day for the duration of the voyage.

(2) While a vessel is in Continental U.S. ports, fresh milk from local dairies is to be served three (3) times a day. Prior to a vessel departing from any domestic ports, going to another domestic port and/or a foreign port, forty (40) gallons of local fresh milk must be placed on board.

(3) After departure from the last Continental U.S. port and the supply of fresh local milk or aseptically packaged milk has been consumed, canned whole fresh milk is to be served at breakfast only while at sea.

(4) While in a foreign port, canned whole fresh milk, or aseptically packaged milk is to be served three (3) times a day as per agreement.

(5) No purchase of milk shall be made in foreign ports while canned whole fresh milk, or aseptically packaged milk is available.

(c) If milk is provided for persons other than crew members, then additional milk must be supplied for such use.

The Union and the Company shall cooperate in establishing and instituting a Shipboard Safety and Health Program as a means toward reducing the occurrence of shipboard injuries and limiting potential liability.

SECTION 43. ROOM AND MEAL ALLOWANCE. When board is not furnished to Unlicensed Personnel, they shall receive a meal allowance of six dollars (\$6.00) for breakfast, twelve dollars (\$12.00) for dinner and twenty dollars (\$20.00) for supper. Quarters allowance shall be forty dollars (\$40.00) per night on lodging claims in port. Lodging claims at sea shall be ten dollars (\$10.00) per night.

Room allowance, as provided in this Section, shall be allowed when:

1. Heat is not furnished in cold weather. When the outside temperature is 65 degrees (65) or lower for eight (8) consecutive hours, this provision shall apply.

2. Hot water is not available in crew's washroom for a period of twelve (12) or more consecutive hours.

3. On air conditioned vessels, when the room temperature is seventy-eight degrees (78) or above, and the air conditioning unit does not work in excess of eight (8) hours, this provision shall apply. If fans are installed, the penalty shall not be invoked. If fans do not now exist, suitable arrangement shall be made with the Union and Company for their installation.

4. Crew's quarters have been painted, and paint is not absolutely dry, and other suitable quarters are not furnished aboard.

5. At all times when vessel is on dry dock overnight and sanitary facilities are not supplied.

6. Linen is not issued upon men's request prior to 6:00 p.m. on the day the seaman joins the vessel.

7. Vessel is being fumigated and is not cleared before 9:00 p.m.

8. Men standing midnight to 8:00 a.m. watch on the same day the vessel is fumigated shall be entitled to room allowance regardless of when the vessel is cleared.

9. Work such as chipping, welding, riveting, hammering or other work of a similar nature is being performed in or about the crew's quarters between 8:00 p.m. and 6:00 a.m., except when the ship is in a dry-dock or shipyard period and the shipyard's operational necessities dictate the work schedule.

If such work outlined in (9) above is being performed in or around the quarters of the men who stand donkey watches, such men will be provided with other quarters or room allowance will be allowed.